Bruhat Bangalore Mahanagara Palike

Office of the Executive Engineer, Road Infrastructure- Dasarahalli Division,
No 207, Annex Building-3, 2nd Floor, N.R. Square, Bengaluru - 560002.

TENDERS FOR THE WORK OF

Widening & Comprehensive Development of Singapura Garden Road from Abbigere Main Road (Precision Components Factory) to Shrinikethan Layout (BDA Layout).

TENDER REFERENCE	:	EE/RI-Dhalli/TEND/02/2020-21
DOWNLOADING OF TENDER DOCUMENT	:	25-11-2020
LAST DATE AND TIME FOR SUBMISSION OF TENDERS	:	10-12-2020 17.30 hours
TIME AND DATE OF OPENING OF TECHNICAL BID OF TENDERS	:	11-12-2020 16.30 hours
PLACE OF OPENING OF TECHNICAL BID	:	Office of the Executive Engineer, Road Infrastructure- Dasarahalli Division, No 207, Annex Building-3, 2nd Floor, N.R. Square, Bengaluru - 560002
TIME AND DATE OF OPENING OF FINANCIAL BID	:	Will be intimated to the Qualified Tenderers
PLACE OF OPENING OF FINANCIAL BID	:	Will be intimated to the Qualified Tenderers
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer, Road Infrastructure- Dasarahalli Division, No 207, Annex Building-3, 2nd Floor, N.R. Square, Bengaluru -
EMAIL ID	:	eeridasarahalli@gmail.com

Contents

Section No.	Description	Page
1	INVITATION FOR TENDERS (IFT)	3
2	INSTRUCTIONS TO TENDERERS (ITT)	6
3.	QUALIFICATION INFORMATION	12
4.	FORM OF TENDER, LETTER OF ACCEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM	20
5.	CONDITIONS OF CONTRACT (CC)	23
6.	CONTRACT DATA	44
7	SPECIFICATIONS	52
8	DRAWINGS	99
9.	BILL OF QUANTITIES	100
10.	FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT	128

SECTION 1: INVITATION FOR TENDERS (IFT)

BRUHAT BANGALURU MAHANAGARA PALIKE

No: EE/RI-RRN/TEND/02/2020-21

Office of the Executive Engineer
Road Infrastructure - Dasarahalli Division
No 207, Annex Building-3, 2ndFloor, N.R. Square, Bengaluru - 560002
Dated : **21.11.2020**

INVITATION FOR TENDER (IFT)
(Through **GOK e–Procurement Portal** only)

1. The Executive Engineer, Road Infrastructure (Dasarahalli Division), invites tenders on behalf of the commissioner, BBMP, Bengaluru from eligible Contractors for the work detailed in the table below. The tenderers may submit tenders for works given in the table through e-procurement portal of the Government of Karnataka (viz https://eproc.karnataka.gov.in). The Tenderers are advised to note the minimum qualification criteria specified in Clause 3 of the Instructions to Tenderers to qualify for award of the contract as per standard bidding document uploaded in the e-procurement portal.

2. Tender documents can be downloaded from the e-procurement portal of the Government of Karnataka from **25.11.2020**

3. Tenders must be accompanied by **Earnest Money Deposit** specified for the work in the table below. Earnest Money Deposit will have to be in any one of the forms as specified in the Tender document (Minimum of Rs.1,00,000/- through e-payment under of the following i.e., online / RTGS / NEFT / OTC and the **balance by Bank guarantee** issued by Nationalized / Scheduled Bank and shall have to be valid for 90 days beyond the validity of the tender).

4. Tenders must be submitted online through e-procurement portal on or before **17.30** hours on **10.12.2020** and the opening of tenders will be as per the e-procurement portal guidelines.

5. **GST Shall be paid to the tendered amount separately.**

6. Other details can be seen in the tender documents.

Sl. No.	Name of the Work	Amount put to tender (Rs. Lakhs)	EMD (Rs.lakhs)	Cost of Tender form	Period of Completion
1	Emergency Works In Arterial and Sub Arterial Roads in Dasarahalli zone For The Year 2020-21	26.77	0.54	As per E-Procurement Portal	90 Days
2	Resurfacing of Arterial and Sub Arterial Bad reaches at Peenya Industrial Area under Dasarahalli Assembly Constituency	263.03	3.95	As per E-Procurement Portal	90 Days
3	Resurfacing of Arterial and Sub Arterial at Jalahalli Under Dasarahalli Assembly Constituency	263.17	3.95	As per E-Procurement Portal	3 months
4	Resurfacing of Arterial and Sub Arterial at NTTF Factory Area Under Dasarahalli Assembly Constituency	176.34	2.65	As per E-Procurement Portal	3 months
6	Widening & Comprehensive Development of Abbigere Main Road from Renaissance Woods -3 Apartment to Abbigere Park	784.13	11.76	**As per E-Procurement Portal**	6 months

SECTION 2: INSTRUCTIONS TO TENDERERS (ITT)

Table of Clauses

		Page No.
A.	**General**	8
1.	Scope of Tender	8
2.	Eligible Tenderers	8
3.	Qualification of the Tenderer	10
4.	One Tender per Tenderer	10
5.	Cost of Tendering	10
6.	Site Visit	
B.	**Tender Documents**	11
7.	Content of Tender documents	11
8.	Clarification of Tender Document	11
9.	Amendment of Tender documents	
C.	**Preparation of Tenders**	11
10.	Documents comprising the Tender	12
11.	Tender prices	12
12.	Tender validity	12
13.	Earnest money deposit	13
14.	Format and signing of Tender	
D.	**Submission of Tenders**	13
15.	Sealing and marking of Tenders	13
16.	Deadline for submission of Tenders	13
17.	Late Tenders	14
18.	Modification and Withdrawal of Tenders	
E.	**Tender opening and evaluation**	
19.	Opening of First Cover of all Tenders and evaluation to determine Qualified Tenderers	14
20.	Opening of Second Cover Tenders of qualified Tenders and evaluation	14
21.	Process to be confidential	15
22.	Clarification of Tenders	15
23.	Examination of Tenders and determination of responsiveness	15
24.	Correction of errors	15
25.	Evaluation and comparison of Tenders	16
F.	**Award of contract**	
26.	Award criteria	16
27.	Employer's right to accept any Tender and to reject any or all Tenders	16
28.	Notification of award and signing of Agreement	17
29.	Security deposit	17
30.	Advance payment and Security	17
31	Corrupt or Fraudulent Practices	17

A. General

1. Scope of Tender

1.1 **The Executive Engineer, Road Infrastructure- Dasarahalli Division, BBMP** (Referred to as Employer in these documents) invites tenders following Two Cover tender procedure, from eligible Tenderers, for the construction of works (as defined in these documents and referred to as "the works") detailed in the Table given in the Invitation for Tenders (IFT). The Tenderers may submit tenders for any or all of the works detailed in the table given in IFT.

2. Eligible Tenderers

2.1 Tenderers shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Government of Karnataka / BBMP

2.2 **Tenders from Joint ventures are not acceptable.**

3. Qualification of the Tenderer:

3.1 All Tenderers shall provide the requested information accurately and in sufficient detail in Section 3: Qualification information.

3.2 To qualify for award of this contract, each Tenderer in its name should have in the last five years (i.e. 2014-15 to 2019-20)

(a) achieved in at least two financial years a minimum financial turnover (in all classes of civil engineering construction works only) of **Rs. 9 Crores** *(usually not less than two times the estimated annual payments under this contract)*

(b) satisfactorily completed (at least 50% of the contract value), as prime contractor, at least one similar work such as Road work of value not less than **Rs.2.5 Crores** (usually not less than 50% estimated value of contract)*

(c) executed in any one year, the following minimum quantities of work:[1]

Sl. No	Description	Unit	Quantity
1	Earth work Excavation/ Embankment/Construction median/Filling available earth	Cum	**3328**
2	Construction of GSB/WMM	Cum	**1470**
3	BM/DBM/BC	Cum	**343**
4	Concrete Works of all grade	Cum	**522**
5	TMT Steel	MT	**25**

Note:- Certified contractor's certificates (paid vouchers) copies shall be uploaded (admitted bill copies or undertaken letter) For this bidder's work done certificate certified by the competent authority not below the rank of Executive Engineer should be uploaded.

(usually 80% of the peak annual rate of construction)

3.3 Each Tenderer should further demonstrate:

(a) Availability by owning at least 50% of the required / specified key and critical equ this work and the remaining 50% can be deployed on lease / hire basis for all wor relevant documents (commitment agreements etc.) for availability for this work are

Sl No	Description of equipment	Qty	Ownership
1	Hot Mix Plant 40/60 TPH	1 Nos	Own/Hire
2	Asphalt Mechanical Paver	1 Nos	Own / Hire
3	Motor Graders	1 Nos	Own / Hire
4	Vibratory Road Rollers with Capacity 8-10 Tonnes	1 Nos	Own/Hire
5	Truck Mounted with heating bitumen in boiler fitted with spray set	1 Nos	Own/Hire
6	Excavators (JCB/Hitachi)	3 Nos	Own- 2No / Hire-1No
7	Tractor Mounted with compressor for cleaning	1 Nos	own / Hire
8	Concrete Mixer with Hopper of 5 cum / hr. capacity	2Nos	Own- 1No / Hire-1No
9	Tippers	5 Nos	Own- 3No / Hire-2No
10	Tractor with Water Tankers	3 Nos	Own- 2No / Hire-1No
11	Tractor Trailer	2 Nos	Own- 1No / Hire-1No
12	Transit Mixer / Ajax Mixer	3Nos	Own- 2No / Hire-1No

(b) liquid assets and /or availability of credit facilities of not less than **Rs. 112.00 Lakhs** (Credit lines / letter of credit/ certificates from banks for meeting the fund requirement etc.) *(usually the equivalent of the estimated cash flow for three months in the peak construction period)**

3.4 To qualify for a package of contracts made up of this and other contracts for which tenders are invited in this IFT, the Tenderer must demonstrate having experience and resources to meet the aggregate of the qualifying criteria for the individual contracts.

[2] This is for building works. Appropriately change for other works.
[3] This is for building works. Appropriately change for other works.

3.5 Sub-contractors' experience and resources shall not be taken into account in determining the Tenderer's compliance with the qualifying criteria except to the extent stated in 3.2 (d) and (e) above.

3.6 Tenderers who meet the above specified minimum qualifying criteria, will only be qualified, if their available tender capacity is more than the total tender value. The available tender capacity will be calculated as under:

where **Assessed available tender capacity = (A*N*1.5 - B)**

A = Maximum value of civil engineering works executed in any one year during the last five years *(updated to* **2019-2020** *price level)* taking into account the completed as well as works in progress.

N = Number of years prescribed for completion of the works for which tenders are invited.

B = Value, at **2019-2020** [4]price level, of existing commitments and on-going works to be completed during the next.....years *(period of completion of the works for which Tenders are invited)**

Note: *The statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works listed should be countersigned by the Employer in charge, not below the rank of an Executive Engineer or equivalent.*

3.7 Even though the Tenderers meet the above criteria, they are subject to be disqualified if they have:

- made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or
- participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification.

4. One Tender per Tenderer:

4.1 Each tenderer shall submit only one tender for one package. A tenderer who submits or participates in more than one Tender (other than as a sub-contractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Tenderer's participation to be disqualified.

5. Cost of Tendering:

5.1 The tenderer shall bear all costs associated with the preparation and submission of his tender, and the Employer will in no case be responsible and liable for those costs.

6. Site visit:

6.1 The tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a contract for construction of the Works. The cost of visiting the Site shall be at the Tenderer's own expense.

B. Tender documents

7. Content of Tender documents

7.1 The set of tender documents shall have all the Sections given in Page 2:

7.2 Both the sets should be completed and returned with the tender.

8. Clarification of Tender Documents

8.1 A prospective tenderer requiring any clarification of the tender documents may notify the Employer in writing or by email at the Employer's address indicated in the invitation to tender. Additionally all the clarifications may be put up during the pre-tender meeting.

8.2 **Pre-tender meeting:**

8.2.1 The tenderer or his authorized representative is invited to attend a pre-tender meeting which will take place at **The Office of the Chief Engineer (Road Infrastructure), Annex Building-3, 4th Floor, BBMP Head Office, N.R.Square, Bangalore-02** on **07.12.2020 at 16.00 hours.**

8.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage

8.2.3 The tenderer is requested to submit any questions in writing or by cable/email to reach the Employer not later than one week before the meeting.

8.2.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the tender documents. Any modification of the tender documents listed in Sub-Clause 7.1 which may become necessary as a result of the pre-tender meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 9 and not through the minutes of the pre-tender meeting.

8.2.5 Non-attendance at the pre-tender meeting will not be a cause for disqualification of a tenderer.

9. Amendment of Tender documents

9.1 Before the deadline for submission of tenders, the Employer may modify the tender documents by issuing addenda.

9.2 Any addendum thus issued shall be part of the tender documents and shall be published in the e-procurement portal only.

9.3 To give prospective Tenderers reasonable time in which to take an addendum into account in preparing their tenders, the Employer shall extend as necessary the deadline for submission of tenders, in accordance with Sub-Clause 16.2 below.

C. Preparation of Tenders

10. Documents comprising the Tender

10.1 The tender submitted by the Tenderer shall be in two covers and shall contain the documents as follows:

10.1.1 Technical Bid:

(a) Earnest Money Deposit;

(b) Qualification Information as per formats given in Section 3;

10.1.2 Financial Bid:

(a) The Tender (in the format indicated in Section 4)

(b) Priced Bill of Quantities (Section 9);

and any other materials required to be completed and submitted by Tenderers in accordance with these instructions. The documents listed under Sections 3, 4, 6 and 9 shall be filled in without exception.

10.2 Deleted.

11. Tender prices

11.1 The contract shall be for the whole works as described in Sub-Clause 1.1, based on the priced Bill of Quantities submitted by the Tenderer.

11.2 The Tenderer shall fill in rates and prices and line item total (both in figures and words) for all items of the Works described in the Bill of Quantities along with total tender price (both in figures and words). **Items for which no rate or price is entered by the Tenderer will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.** Corrections, if any, shall be made by crossing out, initialing, dating and rewriting.

11.3 All duties, taxes except GST as per the clause 39.1 of GCC, and other levies payable by the contractor under the contract, or for any other cause, shall be included in the rates, prices and total Tender Price submitted by the Tenderer.

11.4 The rates and prices quoted by the Tenderer shall be subject to adjustment during the performance of the Contract in accordance with the provisions of Clause of the Conditions of Contract

12. Tender validity

12.1 Tenders shall remain valid for a period not less than 180 days after the deadline date for tender submission specified in Clause 16. A tender valid for a shorter period shall be rejected by the Employer as non-responsive.

12.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the Tenderers may extend the period of validity for a specified additional period. The request and the Tenderers' responses shall be made in writing or by cable. A Tenderer may refuse the request without forfeiting his earnest money deposit. A Tenderer agreeing to the request will not be required or permitted to modify his tender, but will be required to extend the validity of his earnest money deposit for a period of the extension, and in compliance with Clause 13 in all respects.

13. Earnest money deposit

13.1 The Tenderer shall furnish, as part of his tender, earnest money deposit (EMD) at the following rates

a) upto Rs.20 Lakhs - 2.5%

b) Rs. 20 Lakhs and above upto Rs. 1 crore – 2% subject to a minimum of Rs. 50,000/-

c) Rs. 1 crore and above upto Rs. 10 crores – 1.5% subject to a minimum of Rs. 2,00,000/-

d) Rs. 10 crores and above – 1% subject to a minimum of Rs.15,00,000/-. This earnest money deposit of Rs. 1.00 Lakh shall be paid in the e-procurement portal using Credit Card / Debit Card / NEFT /OTC and balance amount can be submitted in the form of Banker's cheque / Demand draft / Pay Order / Bank Guarantee in favour of The Executive Engineer RI-Dasarahalli Division, BBMP payable at Bangalore or Cash or specified Small Savings Instruments [5]pledged to The Executive Engineer, RI - Dasarahalli Division, BBMP

e) Fixed Deposit Receipt (FDR) subject to the following condition

- Maturity date of FDRs issued by the Bank should be beyond the date expected date of finalization of the tender.

[5] Refer Clause 12(1) Chapter IV of KTPP Rules 2000

13.2 Instruments having fixed validity issued as earnest money deposit for the tender shall be valid for 45 days **beyond** the validity of the tender.

13.3 Any tender not accompanied by an acceptable earnest money deposit and not secured as indicated in Sub-Clauses 13.1 and 13.2 above shall be rejected by the Employer as non-responsive.

13.4 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days of the end of the tender validity period specified in Sub-Clause 12.1.

13.5 The earnest money deposit of the successful Tenderer will be discharged when the Tenderer has signed the Agreement and furnished the required Performance Security.

13.6 The earnest money deposit may be forfeited:

(a) if the Tenderer withdraws the Tender after tender opening during the period of tender validity;

(b) if the Tenderer does not accept the correction of the Tender Price, pursuant to Clause 24; or

(c) in the case of a successful Tenderer, if the Tenderer fails within the specified time limit to

(i) sign the Agreement; or

(ii) furnish the required Security deposit and additional security deposit for unbalanced tenders.

14. Format and signing of Tender

14.1 Deleted.

14.2 Deleted.

14.3 The Tender shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the Tenderer, in which case such corrections shall be initialed by the person signing the Tender.

D. Submission of Tenders

15. Sealing and marking of tenders

15.1 The Tenderer shall acess tender documents, fill them and submit the completed tender document through e-procurement portal only (http://eproc.karnataka.gov.in). the scanned copy of the required qualification information documents as in Clause 3, EMD and Tender processing fee in the form of e-payment as in Clause 13.1, Form of tender in prescribed form and priced Bill of Quantities shall be attached to the e-tender document, failing which the bid will not be considered.
It is the responsibility of the tenderer to submit all the documents pertaining to Eligibility criteria / Qualification information with due diligence.

15.2 Deleted.

15.3 Deleted.

15.4 Deleted.

15.5 No hard copy of any document will be considered at tender stage.

16. Deadline for submission of the Tenders

16.1 Tenders must be received by the Employer not later than the time and date as in e-procurement portal.

16.2 The Employer may extend the deadline for submission of tenders by issuing an amendment in accordance with Clause 9, in which case all rights and obligations of the Employer and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

17. Late Tenders

17.1 Any Tenderer trying to submit the tender after the deadline will not be accepted.

18. Modification and Withdrawal of Tenders

18.1 Tenderers may modify contents of tender before the deadline prescribed in Clause 16.

18.2 Tenderers may withdraw their Tenders by cancelling their bid on the portal only before the deadline prescribed in Clause 16.

18.3 No Tender may be modified and withdrawn after the deadline for submission of Tenders.

18.4 Withdrawal or modification of a Tender between the deadline for submission of Tenders and the expiration of the original period of Tender validity specified in Clause 12.1 above or as extended pursuant to Clause 12.2 may result in the forfeiture of the earnest money deposit pursuant to Clause 13.

1 8.5 Tenderers may only offer discounts to, or otherwise modify the prices of their Tenders by submitting Tender modifications in accordance with this clause, or included in the original Tender submission.

E. Tender opening and evaluation

19. Opening of Technical Bid of all Tenders and evaluation to determine qualified Tenderers:

19.1 The Employer will open the Technical bid of all the Tenders at the time and date as in e-procurement portal, at the **Office of the Executive Engineer, Road Infrastructure - Dasarahalli Division, No 207, Annex Building-3, 2nd Floor, N.R. Square, Bengaluru - 560002** in the presence of the Tenderers or their representatives who choose to attend at **16.30 hours** on the date and the place specified in Clause 16. In the event of the specified date of Tender opening being declared a holiday for the Employer, the Tenders will be opened at the appointed time and location on the next working day.

19.2 Deleted.

19.3 Deleted.

19.4 Deleted

19.5 Deleted.

19.6 The Employer will evaluate and determine whether each tender (a) meets the eligibility criteria defined in ITT Clause 2; (b) is accompanied by the required earnest money deposit as per stipulations in ITT Clause and (c) meets the minimum qualification criteria stipulated in ITT Clause 3. The Employer will draw out a list of qualified Tenderers.

20. Opening of Financial Bid of qualified Tenderers and evaluation:

20.1 The Employer will inform all the Qualified Tenderers the time, date and venue fixed for the opening of the Finacial Bid in E proc Portal. The Employer will open the Financial bid of Qualified Tenderers at the appointed time and date in the presence of the Tenders or their representatives who choose to attend. In the event of the specified date of Second Cover opening being declared a holiday for the Employer, the Financial bid will be opened at the appointed time and location on the next working day.

20.2 Deleted.

20.3 Deleted.

20.4 Deleted.

21. Process to be confidential

21.1 Information relating to the examination, clarification, evaluation, and comparison of Tenders and recommendations for the award of a contract shall not be disclosed to Tenderers or any other persons not officially concerned with such process until the award to the successful Tenderer has been announced. Any effort by a Tenderer to influence the Employer's processing of Tenders or award decisions may result in the rejection of his Tender.

22 Clarification of Tenders

22.1 To assist in the examination, evaluation, and comparison of Tenders, the Employer may, at his discretion, ask any Tenderer for clarification of his Tender, including breakdowns of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Tender shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with Clause 24.

22.2 Subject to sub-clause 22.1, no Tenderer shall contact the Employer on any matter relating to its Tender from the time of the Tender opening to the time the contract is awarded. If the Tenderer wishes to bring additional information to the notice of the Employer, it should do so in writing.

22.3 Any effort by the Tenderer to influence the Employer in the Employer's Tender evaluation, Tender comparison or contract award decisions may result in the rejection of the Tenderers' Tender.

23. Examination of Tenders and determination of responsiveness

23.1 Prior to the detailed evaluation of Tenders, the Employer will determine whether each Tender; (a) has been properly signed; and; (b) is substantially responsive to the requirements of the Tender documents.

23.2 A substantially responsive Tender is one which conforms to all the terms, conditions, and specifications of the Tender documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality, or performance of the Works; (b) which limits in any substantial way, inconsistent with the Tender documents, the Employer's rights or the Tenderer's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Tenderers presenting substantially responsive Tenders.

23.3 If a Tender is not substantially responsive, it will be rejected by the Employer, and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

24. Correction of errors

24.1 Tenders determined to be substantially responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

(a) where there is a discrepancy between the rates in figures and in words, the lower of the two will govern[6]; and

(b) where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

[6] Clause 25(2) of Chapter VI of KTPP Rules 2000 states that " in case of discrepancy between the price quoted in words and figures, the lower of the two shall be considered".

24.2 The amount stated in the Tender will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Tenderer, shall be considered as binding upon the Tenderer. If the Tenderer does not accept the corrected amount the Tender will be rejected, and the earnest money deposit may be forfeited in accordance with Sub-Clause 13.6 (b).

25. Evaluation and comparison of Tenders

25.1 The Employer will evaluate and compare only the Tenders determined to be substantially responsive in accordance with Clause 23.

25.2 In evaluating the Tenders, the Employer will determine for each Tender the evaluated Tender Price by adjusting the Tender Price as follows:

(a) making any correction for errors pursuant to Clause 24; and

(b) making appropriate adjustments to reflect discounts or other price modifications offered in accordance with Sub Clause 18.5.

25.3 The Employer reserves the right to accept or reject any variation, deviation, or alternative offer. Variations, deviations, and alternative offers and other factors which are in excess of the requirements of the Tender documents or otherwise result in unsolicited benefits for the Employer shall not be taken into account in Tender evaluation.

25.4 The estimated effect of the price adjustment conditions under Clause 41 of the Conditions of Contract, during the implementation of the Contract, will not be taken into account in tender Evaluation

25.5 If the tender of the successful tenderer is seriously unbalanced in relation to the Employer's estimate of the cost of the work to be performed under the contract, the Employer may require the Tenderer to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the construction methods and schedule proposed. After evaluation of the price analyses, the Employer may require that the amount of the performance security set forth in Clause 29 be increased at the expense of the successful Tenderer to a level sufficient to protect the Employer against financial loss in the event of default of the successful tenderer under the contract.

F. Award of Contract

26. Award criteria

26.1 Subject to Clause 27, the Employer will award the Contract to the Tenderer whose Tender has been determined to be substantially responsive to the Tender documents and who has offered the lowest evaluated Tender Price, provided that such Tenderer has been determined to be (a) eligible in accordance with the provisions of Clause 2, and (b) qualified in accordance with the provisions of Clause 3.

27. Employer's right to accept any Tender and to reject any or all Tenders

27.1 Notwithstanding Clause 26, the Employer reserves the right to accept or reject any Tender, and to cancel the Tender process and reject all Tenders, at any time prior to the award of Contract, without thereby incurring any liability to the affected Tenderer or Tenderers or any obligation to inform the affected Tenderer or Tenderers of the grounds for the Employer's action.

28. Notification of award and signing of Agreement

28.1 The Tenderer whose Tender has been accepted will be notified of the award by the Employer prior to expiration of the Tender validity period by cable, telex, e-mail or facsimile confirmed by registered letter. This letter (hereinafter and in the *Conditions of Contract* called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion, and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").

28.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of Security deposit in accordance with the provisions of Clause 29.

28.3 The Agreement will incorporate all agreements between the Employer and the successful Tenderer. It will be kept ready for signature of the successful Tenderer in the office of Employer within 30 days following the notification of award along with the Letter of Acceptance. Within 20 days of receipt, the successful Tenderer will sign the Agreement and deliver it to the Employer.

28.4 Upon the furnishing by the successful Tenderer of the Performance Security, the Employer will promptly notify the other Tenderers that their Tenders have been unsuccessful.

29. Security deposit

29.1 Within 20 days of receipt of the Letter of Acceptance, the successful Tenderer shall deliver to the Employer a Security deposit in any of the forms given below for an amount equivalent to 5% of the Contract price plus additional security for unbalanced tenders in accordance with Clause 25.5 of ITT and Clause 44 of the Conditions of Contract for all works. :

- Cash or
- Banker's cheque / Demand draft, / Pay Order in favour of The Executive Engineer RI-Rajarajeshwari Nagar Division payable at Bengaluru or
- A bank guarantee in the form given in Section 10; or
- Specified Small Savings Instruments pledged to Commissioner / Executive Engineer, BBMP;

29.2 If the security deposit is provided by the successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized/Scheduled bank.

29.3 The security deposit if furnished in cash or demand draft can, if requested, be converted to interest bearing securities at the cost of the contractor.

29.4 Failure of the successful Tenderer to comply with the requirements of Sub-Clause 29.1 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Earnest money deposit.

30 Advance Payment and Security:

30.1 The Employer will provide an advance payment on the contract price as stipulated in the Conditions of Contract, subject to the maximum amount as stated in the Contract Data.

31. Corrupt or Fraudulent practices

31.1 The BBMP requires that the Tenderers/Suppliers/Contractors, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, BBMP :

(a) will reject a proposal for award if it determines that the Tenderer recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

(b) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a BBMP contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP contract.

31.2 Furthermore, Tenderers shall be aware of the provision stated in sub-clause 50.2 of the Conditions of Contract.

SECTION 3: QUALIFICATION INFORMATION

The information to be filled in by the Tenderer hereunder will be used for purposes of computing Tender capacity as provided for in Clause 3 of the Instructions to Tenderers. This information will not be incorporated in the Contract.

1.1 Constitution or legal status of Tenderer

Place of Registration [Attach copy]

Principal place of business: (Attach Copy)

1.2 Total value of civil engineering construction works executed and payments received in the last five years (in Rs. Lakhs) Attach Certificate from Chartered Accountant

2015 - 16 .....
2016 - 17 .....
2017 - 18 .....
2018 - 19 .....
2019 - 20 .....

1.3 Work performed as Prime Contractor (in the same name) on works of similar nature over during the five years specified in 1.2 above.

Project Name	Name of Employer	Description of Work	Contract Number	Value of Contract Rs. Lakhs	Date of issue of work order	Specified period of completion	Actual date of completion	Remarks explaining reasons for delay in completion of work
1	2	3	4	5	6	7	8	9

1.4 Quantities of work executed as prime contractor (in the same name) during the last five years specified in 1.2 above:

Year	Name of Work	Name of Employer	Quantity of work performed (cum)[7]			Remarks (Indicate contract reference)
			Cement Concrete	Masonry	Earthworks	
2015-16						
2016-17						
2017-18						
2018-19						
2019-20						

1.4 Information on works for which Tenders have been submitted and works which are yet to be completed as on the date of this Tender.

[7] Items of work for which data is requested should tally with that specified in ITT Clause 3

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name And Address of Employer	Value of Contract (Rs. lakhs)	Stipulated period of completion	Value of works remaining to be completed (Rs. lakhs) Attach Certificates from Engineers – in- Charge	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which Tenders already submitted:

Description of Work	Place & State	Name and Address of Employer	Estimated value of works (Rs. lakhs)	Stipulated period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

1.6. The following items of equipment are considered essential for successfully carrying out the works. The Tenderer should furnish all the information listed below.

Item of Equipment	Requirement[8]		Owned	Owned and available		
	No.	Capacity		Number/ Capacity	Age/ condition	Remarks

1.7 Reports on the financial standing of the tenderer, such as profit and loss statements and auditor's reports for the last five years;

1.8 Qualification and experience of the key technical and management personnel in permanent employment with the tenderer and those that are proposed to be deployed on this contract, if awarded.

1.9. Name, address, and telephone, telex, and fax numbers of the Tenderers' bankers who may provide references if contacted by the Employer.

1.10 Evidence of access to financial resources to meet the qualification requirement specified in ITT Clause3.3 (b): Cash in hand, Letter of Credit etc. List them below and attach certificate from the Banker in the suggested format as under:

[8] The item of equipment, required number and capacity should match with those specified in ITT Clause 3.3 (a)

BANKER'S CERTIFICATE

This is to certify that M/s. ..... is a reputed company with a good financial standing. If the contract for this work, namely ..... (*name of the work)* is awarded to the above firm, we shall be able to provide overdraft/credit facilities to the extent of Rs. ..... to meet the working capital requirements for executing the above contract

Name of the Bank, Senior Bank Manger with Signature

Address:.....

.....

.....

1.11 Proposals for subcontracting components of works amounting to more than 20% of the contract price

Item of Work	Value of Sub-Contract	Identified Sub-Contractor (Name and address)	Experience of similar work (Attach certificates from the respective Employers.)
1	2	3	4

1.12 Information on litigations in which the Tenderer is involved:

Other Party (ies)	Employer	Details of dispute	Amount involved	Remarks showing present status

1.13 The proposed methodology and program of construction, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.

SECTION 4: FORMS OF TENDER, LETTER OF ACEPTANCE, NOTICE TO PROCEED WITH THE WORK AND AGREEMENT FORM

Form of Tender

Description of the Works: .....
.....
.....
(To be filled in by the Employer before issue of the Tender document)

Tender

To..... .....

Address .....
.....
(To be filled in by the Employer before issue of the Tender document)

GENTLEMEN,

We offer to execute the Works described above in accordance with the Conditions of Contract accompanying this Tender for the Contract Price of Rs. ..... *[in figures]* (.....) *[in letters]*.[9]

This Tender and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any Tender you receive.

The advance payment required is Rs.....

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely -Prevention of Corruption Act 1988.

We hereby confirm that this Tender complies with the Tender validity and Earnest money deposit required by the Tender documents.

We attach herewith our current income-tax clearance certificate.

Yours faithfully,

Authorized Signature:

Name & Title of Signatory:

Name of Tenderer
Address:

[9] To be filled in by the Tenderer, together with his particulars and date of submission at the bottom of the Form of Tender

Letter of Acceptance

(letterhead paper of the Employer)

.....[date]

To:

.....

.....[name and address of the Contractor]

Dear Sirs,

This is to notify you that your Tender dated ..... for execution of the .... *[name of the contract and identification number, as given in the Instructions to Tenderers]* for the Contract Price of Rupees .... (.....) [amount in words and figures], as corrected and modified in accordance with the Instructions to Tenderers is hereby accepted by our Agency.

You are hereby requested to furnish Security deposit plus additional security for unbalanced tenders in terms of Clause 25.5 of ITT, in the form detailed in Clause 29.1 of ITT for an amount of Rs..... within 20 days of the receipt of this letter of acceptance valid up to 30 days from the date of expiry of Defects Liability Period i.e. up to ..... and sign the contract, failing which action as stated in Para 29.4 of ITT will be taken.

Yours faithfully,

Authorized Signature

Name and Title of Signatory

Name of Agency

Issue of Notice to proceed with the work

(letterhead of the Employer)

.....(date)

To

.....

.....

..... (name and address of the Contractor)

Dear Sirs:

Pursuant to your furnishing the requisite security deposit as stipulated in ITT Clause 29.1 and signing of the contract agreement for the construction of ..... (name of the work) a Tender Price of Rs..... , you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents.

Yours faithfully,

(Signature, name and title of signatory authorized to sign on behalf of Employer)

Agreement Form

Agreement

This agreement, made the .....day of .....20.....
between.....
.....[name and address of Employer]
(hereinafter called -the Employer□) of the one part and
.....
..... [name and address of contractor] (hereinafter called -the Contractor□) of the other part.

Whereas the Employer is desirous that the Contractor execute .....
.....[name and identification number of Contract] (hereinafter called -the Works□) and the Employer has accepted the Tender by the Contractor for the execution and completion of such Works and the remedying of any defects therein at a contract price of Rupees.....

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz:
   - i) Letter of Acceptance;
   - ii) Notice to proceed with the works;
   - iii) Contractor's Tender;
   - iv) Contract Data;
   - v) Conditions of contract (including Special Conditions of Contract);
   - vi) Specifications;
   - vii) Drawings;
   - viii) Bill of Quantities; and
   - ix) Any other document listed in the Contract Data as forming part of the contract.

In witness whereof the parties thereto have caused this Agreement to be executed the day and year first before written.

The Common Seal of.....
.....
as hereunto affixed in the presence of:
gned, Sealed and Delivered by the said
.....
.....
presence of:
g Signature of Employer.....
.....
Signature of Contractor.....
.....

SECTION 5: CONDITIONS OF CONTRACT

Table of Contents

		Page No.
A.	**General**	
	1. Definitions	25
	2. Interpretation	25
	3. Law governing contract	26
	4. Employers decisions	26
	5. Delegation	26
	6. Communications	26
	7. Subcontracting	26
	8. Other Contractors	26
	9. Personnel	26
	10. Employer's and Contractor's risks	27
	11. Employer's risks	27
	12 Contractor's risks	27
	13. Insurance	27
	14. Site Investigation Report	28
	15 Query about Contract Data	28
	16 Contractor to construct the Works	28
	17. The Works to be completed by Intended Completion Date	28
	18 Approvals by the Employer	28
	19. Safety	28
	20. Discoveries	28
	21. Possession of the Site	28
	22. Access to the Site	28
	23. Instructions	29
	24. Procedure for resolution of disputes	29
B.	**Time Control**	
	25. Program	29
	26. Extension of the Intended Completion Date	29
	27. Delays ordered by the Employer	29
	28. Management meetings	29
C.	**Quality Control**	30
	29. Identifying defects	30
	30. Tests	30
	31. Correction of defects	30
	32. Uncorrected defects	30
D.	**Cost Control**	31
	33 Bill of Quantities (BOQ)	31
	34 Variations	31
	35. Payment for Variations	31
	36. Submission of bills for payment	32
	37 Payments	32
	38. Compensation events	33
	39. Tax	33
	40 Price Adjustment	33
	41. Liquidated damages	33
	42. Advance Payments	33
	43. Securities	34
	44. Cost of repairs	34
E	**Finishing of Contract**	34
	45. Completion	34
	46. Taking Over	35
	47. Final account	35
	48. As built drawings and/or Operating and Maintenance Manuals	35
	49. Termination	35
	50 Payment upon termination	
	51. Property	
	52. Release from performance	
F	**Special Conditions of Contract**	

2.2

Conditions of Contract

A. General

1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings. Bold letters are used to identify defined terms.

Bill of Quantities means the priced and completed Bill of Quantities forming part of the Tender.
Compensation events are those defined in Clause 38 hereunder.
The **Completion Date** is the date of completion of the Works as certified by the Employer in accordance with Sub Clause 46.1.
The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.2 below.
The **Contract Data** defines the documents and other information which comprise the Contract.
The **Contractor** is a person or corporate body whose Tender to carry out the Works has been accepted by the Employer.
The **Contractor's Tender** is the completed Tender document submitted by the Contractor to the Employer.
The **Contract price** is the price stated in the Letter of Acceptance and thereafter as adjusted in accordance with the provisions of the Contract.
Days are calendar days; **months** are calendar months.
A **Defect** is any part of the Works not completed in accordance with the Contract.
The **Defects liability period** is the period named in the Contract Data and calculated from the Completion Date.
The **Employer** is the party who will employ the Contractor to carry out the Works.
Equipment is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.
The **Initial Contract price** is the Contract Price listed in the Employer's Letter of Acceptance.
The **Intended Completion Date** is the date on which it is intended that the Contractor shall complete the Works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Employer by issuing an extension of time.
Materials are all supplies, including consumables, used by the contractor for incorporation in the Works.
Plant is any integral part of the Works which is to have a mechanical, electrical, electronic or chemical or biological function.
The **Site** is the area defined as such in the Contract Data.
Specification means the Specification of the Works included in the Contract and any modification or addition made or approved by the Employer.
The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Dates.
A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the Site.
A **Variation** is an instruction given by the Employer which varies the Works.
The **Works** are what the Contract requires the Contractor to construct, install, and turn over to the Employer, as defined in the Contract Data.

2. Interpretation

2.1 In interpreting these Conditions of Contract, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Employer will provide instructions clarifying queries about the Conditions of Contract.

2.2 The documents forming the Contract shall be interpreted in the following order of priority:

(1) Agreement
(2) Letter of Acceptance, notice to proceed with the works
(3) Contractor's Tender
(4) Contract Data
(5) Conditions of Contract
(6) Specifications
(7) Drawings
(8) Bill of quantities and
(9) Any other document listed in the Contract Data as forming part of the Contract.

3. Law governing contract

3.1 The law governing the Contract is the Laws of India supplanted by the Karnataka Local Acts.

4. Employer's decisions

4.1 Except where otherwise specifically stated, the Employer will decide contractual matters between the Employer and the Contractor.

5. Delegation

5.1 The Employer may delegate any of his duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

6. Communications

6.1 Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act).

7. Subcontracting (Deleted)

7.1 Deleted.

8. Other Contractors

8.1 The Contractor shall cooperate and share the Site with other contractors, public authorities, utilities, and the Employer.

9. Personnel

9.1 The Contractor shall employ the technical personnel (of number and qualifications) as may be stipulated by GOK from time to time during the execution of the work. The technical staff so employed shall be available at site as may be stipulated by the Employer.

9.2 If the Employer asks the Contractor to remove a person who is a member of the Contractor's staff or his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connection with the work in the Contract.

10. Employer's and Contractor's risks

10.1 The Employer carries the risks which this Contract states are Employer's risks, and the Contractor carries the risks which this Contract states are Contractor's risks.

11. Employer's risks

11.1 The Employer is responsible for the excepted risks which are:

(a) rebellion, riot commotion or disorder unless solely restricted to employees of the Contractor or his Sub-Contractors arising from the conduct of the Works; or

(b) a cause due solely to the design of the Works, other than the Contractor's design; or

(c) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

(i) could not have reasonably foreseen; or

(ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures;

(A) prevent loss or damage to physical property from occurring by taking appropriate measures or

(B) insure against such loss or damage

12. Contractor's risks

12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

13. Insurance:

13.1 The Contractor shall prior to commencing the works, effect and thereafter maintain insurances , in the joint names of the Employer and the Contractor, (cover from the first working day after the Start Date to the end of Defects Liability Period), in the amounts stated in the Contract Data :

(a) for loss of or damage to the Works, Plants and Materials and the Contractor's equipment;

(b) for liability of both Parties for loss, damage, death and injury to third parties or their property arising out of the Contractor's performance of the Contract including the Contractor's liability for damage to the Employer's property other than the Works and

(c) for liability of both Parties and of any Employer's representative for death and injury to the Contractor's personnel except to the extent that liability arises from the negligence of the Employer, any Employer's representative or their Employees.

13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Employer for his approval before the Start Date. All such insurance shall provide for compensation to be payable to rectify the loss or damage incurred. All payments received from insurers relating to loss or damage shall be held jointly by the Parties and used for the repair of the loss or damage or as compensation for loss or damage that is not to be repaired.

13.3 If the Contractor fails to effect or keep in force any of the insurances referred to in the previous sub-clauses or fails to provide satisfactory evidence, policies or receipts, the Employer may without prejudice to any other right or remedy, effect insurance for the cover relevant to such default and pay the premiums due and recover the same as a deduction from any other monies due to the Contractor. If no payments is due, the payment of the premiums shall be a debt due.

13.4 Alterations to the terms of an insurance shall not be made without the approval of the Employer.

13.5 Both Parties shall comply with any conditions of the insurance policies.

14. Site Investigation Reports:

14.1 The Contractor, in preparing the tender, shall rely on any site investigation reports referred to in the Contract data, supplemented by any information available to the Tenderer.